

**DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX**

**AMNERYS ANNETTE RIVERA,**

**Plaintiff,**

**v.**

**JOSEPH SHARP,  
CHOICE COMMUNICATIONS, LLC, and  
ATLANTIC TELE-NETWORK, INC.,**

**Defendants.**

**Civil Action No. 2008-0020**

**Attorneys:**

**Lee J. Rohn, Esq.,  
Mary Faith Carpenter, Esq.,  
St. Croix, U.S.V.I.  
*For Plaintiff***

**Charles E. Engeman, Esq.,  
Adam G. Christian, Esq.,  
St. Thomas, U.S.V.I.  
*For Defendants***

**ORDER**

THIS MATTER comes before the Court on the “Stipulation for Discharge of Supersedeas Bond” (Dkt. No. 184), filed by Defendants Joseph Sharp, Choice Communications, LLC, and Atlantic Tele-Network, Inc. (collectively “Defendants”) and Plaintiff Amnerys Annette Rivera (“Plaintiff”).

In 2008, Plaintiff filed a Complaint with this Court asserting employment discrimination claims against Choice Communications, LLC and Atlantic Tele-Network, Inc. under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, and Virgin Islands civil rights statutes, 10 V.I.C. §§ 1-10 and 62, *et seq.*, along with wrongful discharge, contract, and tort claims against all Defendants. (Dkt. No. 1). The parties then entered into a settlement agreement, which both

Plaintiff and Defendants subsequently moved to enforce after disputing the other side's performance. (Dkt. Nos. 87, 132). On June 1, 2021, this Court issued an Order enforcing the settlement agreement and entering judgment in favor of Plaintiff for the amount to which the parties agreed in the settlement contract, plus prejudgment interest, totaling \$707,719.18. (Dkt. Nos. 157, 158). Defendants appealed the Court's June 1, 2021 Order. (Dkt. No. 161). On July 13, 2022, the Third Circuit affirmed this Court's decision. (Dkt. No. 182).

While the appeal to the Third Circuit was pending, Defendants moved to stay the execution of judgment upon the posting of a supersedeas bond. (Dkt. No. 165). Defendants filed Supersedeas Bond No. 107360496 with Atlantic Tele-Network as Principal and Travelers Casualty and Surety Company of America as Surety, in the amount of \$708,002.27 ("the Supersedeas Bond"). (Dkt. No. 177-1). The Court approved the Supersedeas Bond and stayed the execution of judgment pending the appeal. (Dkt. No. 178).

In the instant Stipulation, the parties state that the judgment has been satisfied in full. (Dkt. Nos. 184 at 2; 184-1). Because the judgment has been satisfied, the parties agree that "the Bond obligations have been discharged and the Bond is no longer required." (Dkt. No. 184 at 2). The parties request that the Court "enter an order discharging, releasing and exonerating Supersedeas Bond Number 107360496." *Id.* at 1.

Given that the judgment in this case has been fully satisfied, the Court finds that the Supersedeas Bond filed in this matter is no longer required and should be discharged. Furthermore, this case should be closed.

**UPON CONSIDERATION** of the foregoing, it is hereby

**ORDERED** that Supersedeas Bond Number 107360496 is **DISCHARGED, RELEASED, AND EXONERATED**; and it is further

**ORDERED** that Travelers Casualty and Surety Company of America, and its parents, affiliates, and subsidiaries, are hereby released from any and all past, present, and future liability arising under, or in connection with, Supersedeas Bond Number 107360496; and it is further

**ORDERED** that the Clerk of Court is directed to mark this case **CLOSED**.

**SO ORDERED.**

Date: August 30, 2022

\_\_\_\_\_/s/\_\_\_\_\_  
WILMA A. LEWIS  
District Judge